

1 JEAN BARANOWSKI
2 78365 Highway 111, #123
3 La Quinta, CA 92253
4 TEL: 760-333-7499
5 Fax Number: None
6 Email: support@moneywiser.com

7 JEAN BARANOWSKI, IN PRO PER

8 **UNITED STATE BANKRUPTCY COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE DIVISION**

10 In re:

11 TAUREAN E WRIGHT

12 Debtor.

Case No.: 6125-BK-11843-Y
**OBJECTION TO NOTICE OF MOTION AND
MOTION FOR RELIEF FROM THE
AUTOMATIC STAY AS TO REAL
PROPERTY (with supporting declarations)**

SUBJECT PROPERTY:
107 CACHANILLA CT
PALM DESERT California 92260

CONFIRMATION HEARING:
DATE: Nov 19 2025
TIME: 09:30 AM
PLACE: 3420 Twelfth St., Riverside, CA 92501
CTRM: 302
JUDGE: Scott H. Yun

19
20 **TO THE HONORABLE BANKRUPTCY COURT:**

21 **NOTE THAT**, JEAN BARANOWSKI, Pro Per, an interested party and true owner of the
22 property located at 107 Cachanilla Court, Palm Desert, CA 92260, hereby objects to Notice of
23 Motion and Motion for relief from the automatic stay as to Real Property with supporting
24 declarations of Debtor Taureen E Wright's Chapter 13 Reorganization Plan
25 This objection is based on several critical inaccuracies and misrepresentations representations
26 Motion for relief from the automatic stay as to Real Property which directly impact the integrity
27 of these proceedings and Ms. Baranowski's property rights.
28

MOTION FOR RELIEF FROM THE AUTOMATIC STAY AS TO REAL PROPERTY

STATEMENT OF FACTS

1. Jean Baranowski is the rightful owner of the property commonly known as, 107 Cachanilla Court, Palm Desert, CA 92260 (the "Property"), the legitimate borrower of the mortgage loan acquired in July 2006

2. July 5, 2006 (Baranowski) signed closing documents at escrow, these documents included a Promissory Note. The Deed of Trust (contract to secure an indebtedness) encumbering the property at 107 Cachanilla Court, Palm Desert, Ca 92260 (the "Property") ,was recorded lien at the Riverside recorder's office July 14,2006 as instrument #2006-0515643 Both documents were sent to IndyMac Bank, F.S.B., Chartered Savings Bank the Original Lender (owner)/Originator) of Jean Baranowski loan for \$645,000 Indymac F S B not named on Jean Baranowski's note, (payable to) Both documents sent back to originator imaged in IndyMac image system The documents were registered with Mers Inc managed by the Banks Servicer PHH of Deutsche Bank National Trust Company

3. Jean Baranowski's Promisary Note ("Note") has an incomplete stamping on the Note itself from IndyMac Bank, F.S.B., signed by Cynthia Prees as Assistant Vice President, made payable to an as of yet unnamed payee.

4. What was to have happened, the Originator was to transfer through endorsement and negotiation the Baranowski Note and payment obligation, the DOT goes back to the county recorder's office for an assignment recorded filed and indexed with Riverside county recorders office as required. The note and promissory note goes back to the party (sponsor/seller) that sold the note and promissory note payment obligation through negotiation transfer and delivered All to de done by the trustee of the trust. Baranowski's NOTE, DOT and payment stream ("THE DEBT) was Sold by them to the trust which has an assignment which was recorded in public record at the recorders office all done by the closing date of the trust REQUIRED TO BE DONE THE CORRECT WAY was NOT done properly by PHH

5. Baranowski Loan ("Debt") was Securitized however not done properly "The Debt") identified in the IndyMac INDX Mortgage Loan Trust 2006-FLX01 ("INDX 2006-FLX1 Trust pooled (commingled with other monies) in IndyMac MBS: INDX 2006-FLX1 (DB) **servicer**

MOTION FOR RELIEF FROM THE AUTOMATIC STAY AS TO REAL PROPERTY

1 Deutsche Bank National Trust Company as Trustee for the IndyMac INDX Mortgage Loan Trust
2 2006-FLX1 not in its individual capacity but as trustee only The Trust a SPV created to issue
3 mortgage-backed securities THE TRUST CLOSED 9/28/20006

4 6. Documents filed with this court clearly outlines the transitions, were not done properly
5 No one is named to Baranowskis Note and proper to Baranowskis DOT,
6 There is no evidence that IndyMac INDX Mortgage Loan Trust 2006-FLX1 ever received an
7 ownership interest in the Jean Baranowski Note.and not either for IndyMac MBS,Inc.as
8 Depositor on the Jean Baranowski Deed of Trust

9 Endorsement is mechanically necessary to constitute transfer interest to party not
10 originally named. Entitlement to enforce a note focuses on the relationship between the maker of
11 the note and the person enforcing it. Ownership of the note is a concept that deals with who is
12 entitled to the economic fruit. of the note.

13 The Riverside County Record shows an "Corporate Assignment of Deed of Trust", dated
14 September 28, 2018 and filed October 10,2018 as ins# 2018-0401195 where Mers Inc., grants,
15 assigns, and transfers to Deutsche Bank National Trust Company as Trustee for IndyMac INDX
16 Mortgage Loan Trust 2006-FLX1, Mortgage Pass-Through Certificates Series 2006-
17 FLX1(Deutsche Bank) *all its interest under that certain Deed of trust dated 07-05-200*

18 The Jean Baranowski Assignment of Deed of Trust was recorded on October 10, 2018,
19 which **is twelve (12) years after the Trust closed on or about September 28, 2006, This is**
20 **legally impossible**

21 There was no true sale of the Jean Baranowski Mortgage Loan caused through the Jean
22 Baranowski Corporate Assignment of Deed of Trust.

23 7. Whiteout these transaction going through the proper parties, VALID transactions cannot
24 take place and that would leave the trust without having properly secured assets for the
25 certificate holders

26 8. Furthermore, Mers tracks ownership of the beneficial right for loans registered with
27 MERS,Inc Mers cannot and do not transfer the beneficial right to the debt . The debt can only be
28 done by properly endorsing the original genuine note to the transferee. That transaction was done

MOTION FOR RELIEF FROM THE AUTOMATIC STAY AS TO REAL PROPERTY

1 by PHH Deutsche Bank severer. If this has happened the Banker/Investor who accept a copy of
2 the note is not the holder of the genuine original note and NOT the holder in due course
3 Deutsche Bank violated Baranowski's right's. As a Borrower Baranowski requested the reports
4 of the transaction MERS tracks on her Loan. After server correspondence attempts (emails) and
5 phone calls Mers refused to provide the documents so did PHH Baranowski spoke to when PHH
6 called prompted by Mers.

7 9. At the 10/12/2025 hearing Deutsche Bank representative admitted Deutsche Bank was
8 the holder of the 1st DOT. Baranowski objected (amongst others) Deutsche Bank is not the
9 holder and beneficiary of Baranowskis note and DOT, As Judge Yun so clearly expounded on
10 and understood.. Judge Yun went as far as to warn Deutsche Bank representative not to pursue
11 their intentional act to allow the Debtor Taurean Wright assume Baranowskis loan it violates her
12 rights

13 10. Furthermore Deutsche Bank PHH server and Taurean Wright attorney Ben Henderson
14 added Baranowski as a combined Debtor to his Bankruptcy filing. Both attorney's should be
15 sanctioned Deutsche Bank PHH server illegally allowed Taureen Wright to pay off my loan
16 misleading the Court to accept payments causing irrefutable harm to Baranowski destroying
17 Baranowski life and lively hood. Judge Yun made it clear at the hearing TAUREEN WRIGHT
18 IS NOT THE BORROWER

19 11. Mortgages sold must sign the genuine original note, the security mortgage (DOT) tags
20 along with the note. To qualify as a "holder in due course" and inherit all the rights under the
21 note, the Bank/Investor whomever is purchasing the note MUST be a good faith purchaser
22 **FULL VALUE** and the note assignment must be negotiable, state "to the order" of, endorsed,
23 must be signed by the lender, delivered. The GENUINE ORIGINAL NOTE signed by
24 Baranowski must be with of the assignee.

25 12. A motion to sequester the note a requirement from Deutsche Bank under a writ of right
26 Jean Baranowski filed with the court 11/10/2025

27 13. Jean Baranowski further move the court to have Deutsche Bank attorney, have him
28 stipulate on and for the record whether Deutsche Bank are the HOLDER IN DUE COURSE
MOTION FOR RELIEF FROM THE AUTOMATIC STAY AS TO REAL PROPERTY

1 14. The Loan modification was addressed in documents filed with this court. To make it clear
2 Baranowski did NOT ask for a loan modification at all.

3 15. 2019 Baranowski attempted to sell the house. The payments were then or prior \$6000
4 p/m and the house was underwater. Indymac gave me a 2nd loan I never applied for. The
5 mortgage fraud was reported to the police and the mortgage fraud case forwarded to the DA.
6 IndyMac maxed my home 100% depleting all my equity leaving me in financial ruin. Deutsche
7 Bank acquired the 2nd note that was securitized.

8 16. At all times Baranowski was in constant contact with Deutsche Bank VP/CEO explaining
9 my situation. I told Deutsche Bank I could not afford the house any longer to take it back. A
10 short sale or hand back the keys. EXHIBIT 1 I was given a loan modification instead, tricked me
11 which got me further into debt. 2020 was COVID PHH claimed the Loan modification lenders copy
12 that they were the lender, no notification received, yet will there be fraudulent actions using Sont
13 i could not substantiate who was the holder of my Note. If Deutsche Bank is not the holder in due
14 cause, who then is..

15 17. Besides that assignment, 2020 is invalid. Jean Baranowski mortgage loan agreement terms
16 modified by servicer PHH Corporation, Deutsche Bank National Company as Trustee for IndyMac
17 INDX Mortgage Loan Trust 2006-FLX1, Mortgage Pass-Through Certificates Series 2006-FLX1
18 AGREE is the owner of the loan and retain all rights to collect. PHH Corporation as
19 lender/servicer/or agent. PHH is not named on Jean Baranowski Note.

20 18. An assignment of trust deed is necessary if a lender sells a loan secured by a trust deed. It
21 assigns the trust deed to whoever buys the loan (such as another lender), granting them all the
22 rights to the property. It is recorded along with the genuine original, making it a matter of public
23 record. No such public records found.

24 19. Deutsche Bank, by and through its authorized loan servicing agent, PHH Mortgage
25 (collectively the "Creditor"), secured **creditor of the above-entitled debtor, Sionita C Angeles**
26 **("Debtor")**, **and Franklin Corporation LENDER EXHIBITS**. This is Fraud, Baranowski
27 Requests Deutsche Bank be Sanctioned Using a Senior Citizen for their fraudulent activities and
28 Taurean Wright to go along with this and get away with it. They should both be held accountable.

MOTION FOR RELIEF FROM THE AUTOMATIC STAY AS TO REAL PROPERTY

20. FURTHERMORE, TSG a legal document findings conclude 2nd DOT Abundant Investments was not the recorded holder of the beneficial interest concluding a wrongful foreclosure of the 2nd alleging Taurean is not the title holder of this house He continues to live there free unable to manage to pay such high mortgage payments

WHEREAS: Deutsche Bank Deutsche Bank National Company as Trustee for IndyMac INDX Mortgage Loan Trust 2006-FLX1, Mortgage Pass-Through Certificates Series 2006-FLX1

FAILURE TO STATE A CLAIM UPON WHICH RELIEF CAN BE GRANTED

Motion for Relief from stay as to the Real Property be DENIED for all the reasons set forth herein related to the" Subject Property" and throughout this bankruptcy

a) This motion for relief from stay for the Real Property is going nowhere

Secured Creditor has not produced evidence of ownership of the Genuine Original Note, a requirement and as Deutscher Bank claims it is in their procession

b) Deutscher Bank as Trustee for IndyMac INDX Mortgage Loan Trust 2006-FLX1, Mortgage Pass-must proof that they are the secured Creditor and that they own the debt

c) Based on findings filed with the court and considered by the judge evidence points to Deutsche Bank is not the Holder in Due Course

d) Deutsche Bank attorney in his filings with the court misleading the court claimant that his client is the record holder and beneficiary of Baranowski DOT with no proof .

Deutsche Bank attorney to stipulate on and for the record whether Deutsche Bank is the holder in due cause

21. Deutcher Bank , by and through its authorized loan servicing **agent**, PHH Mortgage (collectively the "Creditor"), secured **creditor of the above-entitled debtor, Sionita C Angeles ("Debtor")**, and **LENDER Fidelity Corporation/Investor No such Record filed with Riverside county recorder's office** This is Fraud. Baranowski Requests Deutscher Bank be

MOTION FOR RELIEF FROM THE AUTOMATIC STAY AS TO REAL PROPERTY

1 Sanctioned Using a Senior Citizen for their fraudulent activities and Taurean Wright to go along
2 with this and get away with it They should both be held accountable

3 22. TO avoid going through the courts I tried working with PHH for more than a year to no
4 avail I documented all my experiences with PHH I also made a list of all my concerns and the
5 violating to Deutscher Bank VP/CEO he did nothing The stress both Deutsche Bank and Taureen
6 caused me a Senior citizen Elder Abuse is beyond what any elder can endure

7 THEREFORE:

8 I request Motion for Relief from stay as to **the Real Property be DENIED** for all the reasons set
9 forth herein and throughout this bankruptcy.c ase Deutsche Bank intentional and misleading acts
10 are noted They wants a relief because they want Taurean to finance the house that will never
11 happen. This matter will go all the way to the Supreme Court to help other homeowners to not
12 lose their homes because of Banks like Deutsche Bank and scammers like Taurean and his wife
13 who is a part of this Bankruptcy.

14 Taureans first responsibility is to pay my rent not pay for a house he cannot afford and maintain
15 refinancing that house the interest rate will increase

16 e) Taureen E Wright is not to be trusted He never paid the rent He will do whatever it takes
17 not to pay Baranowski Order of approx. \$83,000 Need help Judge.

18 f) Debtor, Taurean E Wright's was interfering with Jean Baranowski's contractual rights
19 related to the Property and mortgage transactions.through out this bankruptcy placing me
20 in Bankruptcy by adding my loan to his Bankruptcy that is fraud

21 g) Taurean Wright Illegally added Solar Panel using Sun Power on my house In MY name
22 claiming he was the owner 6/2023 \$252,000 cost while I was out of state Elder Abuse

23 h) Taurean want to pay off his car that money must be added to the plan for him to pay off
24 All his creditors 100% 8% will not be acceptable.

25 i) Deutsche Bank Deutsche Bank National Company as Trustee for IndyMac INDX
26 Mortgage Loan Trust 2006-FLX1, Mortgage Pass-Through Certificates Series 2006 NOT
27 to be trusted with the property.

28
MOTION FOR RELIEF FROM THE AUTOMATIC STAY AS TO REAL PROPERTY

1 Baranowski request Judge Yun place the property in chapter 7 sell it and let the court take
2 control of the property and pay all creditor 100% include Taureans income Taureen to vacate the
3 property..

4 Both Deutsche Bank, Taurean and his attorney will pay for the damages caused me which I will
5 claim in or outside this Bankruptcy case.

6 Judge you heard it all I trust your judgment.
7
8

9 Dated: November 17, 2025

10
11 

12
13 JEAN BARANOWSKI
14 Creditor
15 In Pro Per
16
17
18
19
20
21
22
23
24
25
26
27
28

support <support@moneywiser.com>

8/18/2025 12:34 PM

MR REYES WHAT IS THIS ??JUST SAW YOUR PROOF OF CLAIM CASE # 6:25-BK-11843

To adriana.gonzalez@db.com

Dear Mr Reyes

(email sent via your Property Compliance Administrator

SEE attached: Part of your 116 page Proof of Claim fraudulent acts

Smart 2019 move Mr Revers CEO/Vice President and team leader you tricked me mislead me deceived me with you bad faith acts.

I have come to know you over the past 20years keeping you abreast of what issues is of importance that arises related to the house

I was shocked to uncover the attached related to your Proof of claim (is 116 pages)

2019 I sent you several emails I will present them to the court, letting you know to take your house back I did not want it This house was under water since 2006 I tried to sell it 2019 after paying on this house all these years I emailed you the comps and the offers I was getting which was way below what I owed. and around that time my mortgage increased to \$6000 per month Plus with the COVID issue Selling the house and dealing with covid was very stressful including dealing with another Real Estate agent who was about to steal my house The sale could not go thru because I had to sign off on the escrow documents. Taureen & Jamaine Wright attempting to do the same using the U S Bankruptcy. court Will never happen.

Deutsche Bank instead took advantage of my situation 2019/2020

You tricked me into taking a Loan Modification I did not want. You changed the terms and ownership of my loan making Deutsche Bank the owner without your server discussing the terms and conditions with me before my accepting a Loan mod They were never upfront and honest with me even although I kept asking about the terms and conditions in getting a Loan modification All I was told the terms are the same nothing changed nothing was ever mentioned about Deutsche Bank now being the owner of my DOT I would never accepted it as that is a violation of my original contract I signed 7/3/2006 The DOT is a contract between two Indymac and myself Your changing it is illegal. and letting me sign it under duress 368(d) of the CA Penal Code and other violations apply The Loan/investor documents not dated or initialed (no notary ? will check I never saw it until now. I will contact Hud assistance today. I await all unknown documents filed with the title company as no public Docs filed related

Furthermore, records show (verified) by 2023 Deutsche Bank was NOT the owner of my 1st DOT, so, the attached Proof of claim information is false ? Redacting the rest of my loan number ending in 5981 on your proof of claim filed with the court is illegal

Accordingly, Mers made it clear they do not assign documents from one member to the other that is done by the assigned Admin server from PHH whom I spoke to should record such transactions and according to my DOT with Mers name on it I have the right to request copies of reports of my MIN # to reconcile which I have done Its your service company that managers the account at Mers thereby all documents must be recorded with the Riverside County recorders office. and must be done accordingly and was not done The original Note I signed should also be part of these assignments if not making this I allege an unsecured loan I will have my Attorney review the documents.

2nd Deed of Trust when sold to Deutsche Bank after the Trust was already closed (same apply with the first) is an issue that will be addressed that case is still active in the courts today

In addition, allowing Taureen Wright to add my loan to his Bankruptcy and pay off my loan using an illegal borrower Sionita C Angeles name who knows nothing about your fraudulent filing bad faith false documents with the court id a felony, a crime. Her Bankruptcy attorney will bare witness to that fact when he will be called to testify.

That all being said Your Proof of claim has fraudulent acts and must be dismissed * JERAM BARNOWSKI

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
73365 Highqay 111, #123, La Quinta, CA 92253

A true and correct copy of the foregoing document entitled (*specify*): _____
OBJECTION TO MOTION TO RELIEF FROM STAY FOR REAL PROPERTY

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) 11/ 17/ 2025, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

BENJAMIN HESTON bhestonecf@gmail.com. benheston@recap,email, NexusBankruptcy@jubileebk.net

☐ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL:**

On (*date*) _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) 11/07/25, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☒ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

11/17/2025 William Baranowski
Date Printed Name

William Baranowski
Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

June 2012

F 9013-3.1.PROOF.SERVICE